

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2049 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067
213: 553-8100 TELEX 18-1391

55 EAST 52ND STREET
NEW YORK, NEW YORK 10055
212: 486-7717 TELEX 97-1696

1722 EYE STREET, N.W.
WASHINGTON, D.C. 20006
202: 429-4000 TELEX 89-463

31 ST. JAMES'S SQUARE
LONDON, SW1Y 4JR, ENGLAND
01: 930-5596 TELEX 21781

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364

P.O. BOX 190
MUSCAT, SULTANATE OF OMAN
722-411 TELEX 3266

P.O. BOX 4619
DEIRA, DUBAI-U.A.E.
9714-283194 TELEX 47216

5 SHENTON WAY
SINGAPORE 0106
65 224-5000 TELEX 28754

SIDLEY & AUSTIN & NAGUIB
AHMED NESSIM STREET, 3
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729-499 TELEX 93750

14309
REGISTRATION NO. Filed 1984

APR 12 1984 - 9 22 AM
FOR RECORDATION

INTERSTATE COMMERCE COMMISSION

April 5, 1984

4-103A070

Mr. James H. Bayne
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

APR 11 1984

50.00

QH

Dear Mr. Secretary:

I have enclosed an original and one fully executed counterpart of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Chattel Mortgage, a "primary document" dated August 31, 1983.

The names and addresses of the parties to the agreement are as follows:

Mortgagor: The Cropmate Company, 200 Embassy Plaza Building, Omaha, Nebraska 68114, Attention: Mr. W.E. Brower, Jr.

Mortgagee: Citicorp Industrial Credit, Inc., 200 South Wacker Drive, Chicago, Illinois 60606, Attention: Douglas P. McConnell.

The Chattel Mortgage covers 24 railroad tank cars which are all A.A.R. Car Type T 104.

Mr. James H. Bayne
April 5, 1984
Page Two

<u>Description</u>	<u>Identification Number</u>
Tank Car: 12,000 gallons	CRMX 12501
Tank Car: 12,000 gallons	CRMX 12502
Tank Car: 12,000 gallons	CRMX 12503
Tank Car: 12,000 gallons	CRMX 12504
Tank Car: 12,000 gallons	CRMX 12505
Tank Car: 12,000 gallons	CRMX 12506
Tank Car: 12,000 gallons	CRMX 12507
Tank Car: 12,000 gallons	CRMX 12508
Tank Car: 12,000 gallons	CRMX 12509
Tank Car: 12,000 gallons	CRMX 12510
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Tank Car: 12,000 gallons	CRMX 12516
Tank Car: 12,000 gallons	CRMX 12517
Tank Car: 12,000 gallons	CRMX 12518
Tank Car: 12,000 gallons	CRMX 12519
Tank Car: 12,000 gallons	CRMX 12520
Tank Car: 12,000 gallons	CRMX 12521
Tank Car: 12,000 gallons	CRMX 12522
Tank Car: 12,000 gallons	CRMX 12523
Tank Car: 12,000 gallons	CRMX 12524

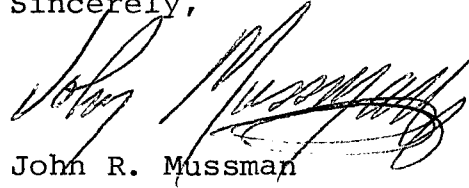
A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the attorneys for the Mortgagee, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Mr. John R. Mussman.

Following is a short summary of the document to appear in the index:

Mr. James H. Bayne
April 5, 1984
Page Three

Chattel Mortgage dated August 31, 1983
between Mortgagor, The Cropmate Company, 200
Embassy Plaza Building, Omaha, Nebraska 68114 and
Mortgagee, Citicorp Industrial Credit, Inc., 200
South Wacker Drive, Chicago, Illinois covering 24
tank cars which are A.A.R. Car Type T-104.

Sincerely,

A handwritten signature in dark ink, appearing to read "John R. Mussman", is written over a horizontal line.

John R. Mussman

JRM:jab
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

4/12/84

Dear **John R. Mussman**
Sidley & Austin
One First Natl. Plaza
Chicago, Illinois 60603

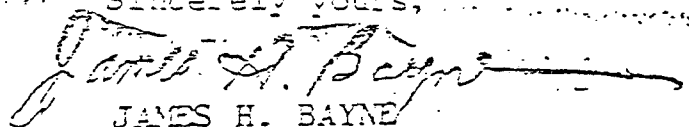
The enclosed document(s) was recorded pursuant to the provisions of **Sir:** Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on _____ at _____ and assigned re-recording number(s).

4/12/84

9:30am

14309

Sincerely yours,


JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30
(7/79)

APR 12 1984 - 9 20 AM

CHATTEL MORTGAGE

INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE dated as of August 31, 1983 from THE CROPSTATE COMPANY, a Nebraska corporation (hereinafter called "Mortgagor"), to CITICORP INDUSTRIAL CREDIT, INC., with an office located at 200 South Wacker Drive, 32nd Floor, Chicago, Illinois 60606 (hereinafter called "Mortgagee"), pursuant to the Financing Agreement dated as of August 31, 1983 (hereinafter called the "Agreement") between Mortgagee and Mortgagor.

Mortgagor, for and in consideration of Ten Dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, and of the Obligations (as defined in the Agreement) and other matters hereinafter mentioned, does hereby grant, sell, mortgage and convey unto Mortgagee, its successors and assigns, the units of railroad equipment listed in the attached Schedule A hereto which are now owned by Mortgagor, together with any and all units of railroad equipment substituted therefor pursuant to the written consent of Mortgagee, all additions, accessories, parts, improvements and equipment owned by Mortgagor which are now or hereafter affixed to any of such units, all substitutes therefor and all products and proceeds therefrom (all being hereinafter collectively called the "Units");

TO HAVE AND TO HOLD the Units unto Mortgagee, its successors and assigns, to its and their sole use forever;

PROVIDED that the Units are granted, sold, mortgaged and conveyed hereunder as security for the payment and performance by Mortgagor of all the Obligations;

AND PROVIDED FURTHER that if Mortgagor, or its successors and assigns, shall pay and perform all the Obligations, then this Chattel Mortgage shall be void; otherwise this Chattel Mortgage shall remain in full force and effect.

Mortgagor hereby represents and warrants that it has or will have and will at all times continue to have good and marketable title to the Units, free and clear of all claims, liens, security interests and encumbrances (other than this Chattel Mortgage) by or in favor of any person and that it will defend such title against the claims and demands of all persons whomsoever.

Mortgagor shall comply in all respects with all laws (including, without limitation, laws with respect to the use, maintenance and operation of each Unit) of the jurisdictions in which operations involving the Units may extend, with the interchange rules of the Association of

American Railroads, with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units and with all provisions of the insurance policies carried by Mortgagor pursuant to the Agreement; and in the event that such laws, rules or provisions require any alteration, replacement, addition or modification of or to any part of any Unit, Mortgagor shall conform therewith at its own expense; provided, however, that Mortgagor may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Mortgagee, adversely affect the property or rights of Mortgagee under this Chattel Mortgage.

Mortgagor shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Units. Mortgagor, at its own cost and expense, shall maintain and service, or cause to be maintained and serviced, each of the Units so as to keep it in the same operating condition, order, repair and appearance as it was when it first became subject to this Chattel Mortgage, ordinary wear and tear excepted; and at all times during the term hereof, each Unit, other than track compressors and maintenance cars, shall be suitable for use in interchange. Mortgagor, at its own cost and expense and within a reasonable period of time, shall also replace all parts of any Unit that may have become worn out, lost, stolen, confiscated, destroyed or otherwise rendered permanently unfit for use with appropriate replacement parts, which shall be free and clear from any mortgage, lien, charge, security interest or encumbrance except for those created by this Chattel Mortgage and those personal property tax liens attaching pursuant to Nebraska Rev. & Tax Code §77-205, provided that Mortgagor has adequate reserves to ensure payment of such personal property taxes when due.

Mortgagor, at its own costs and expense, may at its option furnish additions, modifications and improvements to the Units. All such additions, modifications and improvements shall remain the property of Mortgagor, but shall be subject to the lien of this Chattel Mortgage. Mortgagor shall not, however, without the prior written consent of Mortgagee, alter any Unit, or affix or install any accessories or devices on any Unit, if the same shall impair the originally intended function or use of such Unit or shall diminish its commercial value.

Mortgagor hereby covenants and agrees that, if there shall occur and be continuing an Event of Default (as described in the Agreement), then, and in any such event,

Mortgagee, or its successors or assigns, shall thereupon have the right to take immediate possession of the Units, or any portion thereof, and for that purpose may pursue the same wherever any of the Units may be found and may enter any of the premises of Mortgagor with or without force or process of law wherever any of the Units may be located, and Mortgagee shall have the right to take possession of the Units, or any of them, keep and store the same until sold or remove and sell and dispose of the same at public or private sale to the extent permitted by law, at one or more sales, as an entirety or in parcels, or in lieu of or in addition to exercising the power of sale hereinabove given, to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein granted, or for any foreclosure hereunder, or for the sale of the Units, or any of them, under the judgment or decree of any court or courts of competent jurisdiction. To the full extent that Mortgagor may lawfully so do, Mortgagor agrees that it will not at any time claim the benefit of any stay, extension, appraisal, redemption or similar law now or hereafter in force.

Mortgagee shall be entitled to reimbursement from the proceeds of any such sale or foreclosure for all costs and charges incurred by it or its agents or attorneys in taking, removing, keeping, storing and selling the Units, including any and all attorneys' fees and other costs and expenses incurred in connection with any such foreclosure or sale. Any surplus remaining after reimbursement for such costs and expenses and after payment of the Obligations shall be paid to Mortgagor.

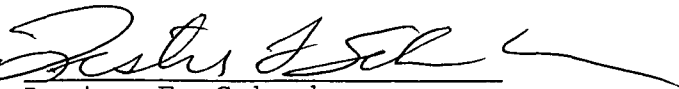
All rights and remedies of Mortgagee hereunder are cumulative, and no delay on the part of Mortgagee in the exercise of any such right or remedy shall operate as a waiver thereof, and no single or partial exercise by Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Chattel Mortgage shall be governed by the laws of the State of Nebraska, but the parties shall be entitled to all rights conferred by 49 United States Code §11303(a).

IN WITNESS WHEREOF, Mortgagor, pursuant to due corporate authority, has caused this Chattel Mortgage to be signed in its name by duly authorized officers and its

corporate seal to be hereunto affixed and duly attested, all as of the date first above written.

THE CROPMATE COMPANY

By 
Lester F. Schnake,
President (Corporate Seal)

Attest:


Secretary

On this 31st day of August, 1983, before me personally appeared, Lester F. Schnake, to me personally known, who, being by me duly sworn, said that he is President of THE CROPMATE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)


Notary Public

(Notarial Seal)

My commission expires  My Commission Expires June 14, 1987

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